Bemis, 58 N. E. Rep. 476 (Mass.). The case seems to be in accord with the general authority. *Stollenwerck* v. *Thatcher*, 115 Mass. 224; *Johnson* v. *Credit Lyonnais Co.*, L. R. 3 C. P. D. 32. In a few recent American decisions, however, the opposite, and more logical result has been reached. *Pollard* v. *Reardon*, 65 Fed. Rep. 848; *Miller* v. *Browarsky*, 130 Penn. St. 372.

In applying this doctrine — that an owner who misleads a *bona fide* purchaser or pledgee by giving to another apparent rights of ownership shall be estopped from asserting his rights — the question for the courts to decide is whether they shall refuse to apply it where the purchaser has been misled by bills of lading or negotiable or non-negotiable warehouse receipts, in accord with the majority of previous decisions, or shall hold that since these documents as a matter of fact give apparent authority to dispose of the goods, *bona fide* purchasers of them ought properly to be protected against owners who have placed them in the control of others. It is probable they will follow the former course, and not allow estoppel against the owner in such cases, especially as it is argued that since legislation is gradually caring for the matter, as is the case in Massachusetts, the desired result will thereby be reached without any expansion of the common law. This argument would have much force if it were true that any expansion were necessary; but the result may be attained merely by following the lead of a few American courts in making a proper use of a well-recognized doctrine.

CONTRACTS COLLATERALLY AIDING ILLEGAL ACTS. — When a contract expressly stipulates that either party shall do or aid in an illegal act, it is invariably held void. When it is an agreement which is proper in itself, but which has a tendency to promote some illegal act by providing the means by which such act may be accomplished, as by selling a house which the vendor knows is to be used as a house of ill-fame, the law is more in doubt. If the vendor actually participates in the illegal act, the contract is void. If the vendor merely knows that the vendee is to do an illegal act, but in no wise participates beyond providing the means, the law in America generally holds the contract valid, unless the act intended is a serious crime. *Tracy* v. *Talmage*, 14 N. Y. 162; *Hubbard* v. *Moore*, 13 Amer. Rep. 128 (La.); *Hanauer* v. *Doane*, 12 Wall. 342. In England, after much doubt, the courts seem to have adopted the view that all such contracts are invalid. *Pearce* v. *Brooks*, L. R. 1 Ex. 213.

In a recent American case, where furniture was provided certain parties, whom the vendor knew intended to use it in a house of ill-fame, under an agreement that they should finally purchase it, but under which the vendor might reclaim before sale, the contract was held void. *Standard Furniture Co.* v. *Van Alstine*, 62 Pac. Rep. 145 (Wash.). The rule regarding contracts for immediate sale, it was said, did not apply, as here the vendor became a mere bailor, and as he, therefore, retained the control of the goods, he participated in the immoral use to which they were put. The case was regarded as analogous to bailments for hire, and as such cases have seldom come before the courts, the decision is interesting. It is difficult to see how a bailor is more truly a participant in the illegal act than a vendor. In both cases the one party merely provides the means by which the other carries out his immoral purpose. The

power of recall which exists in the one case brings with it, to be sure, a continuing responsibility, but no participation, and the misconduct, if such exists, is equally in both cases the mere provision of means. As no valid distinction, then, can be drawn between contracts for bailment and contracts for sale, they should both come under the same rule. The difficulties are obvious which have led the American courts to adopt the general doctrine that all such contracts are valid. Many of the illegal acts thus collaterally aided are mere *mala prohibita*, acts involving slight moral turpitude, or even acts which it is doubtful a court will hold illegal, and it has, therefore, seemed too great a hardship in such cases to deprive one, who has suffered the disadvantages of a contract, of its benefits. Again, goods supplied are often both necessities and useful in an illegal trade, and were contracts for such supplies held invalid, certain persons might have difficulty in buying the necessities of life. On the other hand, if all such contracts are enforced, an easy method of preventing illegal acts by making it difficult to obtain means for their accomplishment is lost. If contracts furnishing necessities, or providing the means for acts which are merely *mala prohibita*, involving no moral turpitude, were held valid, and those collaterally aiding acts of a more serious nature, such as those in the principal case, invalid, the best results, under the circumstances, would be reached. This rule would involve much litigation until its limits were clearly defined. Such inconvenience, however, is a secondary consideration when a broader rule must result either in injustice or in the encouragement of illegal acts.

Reasonableness of Police Regulations. — There exists among some courts an unfortunate tendency to hold legislative action unconstitutional with too little regard for the scope of the power of the legislature and for the principles upon which the judiciary may declare its enactments void. This tendency appears in a recent decision in which the Supreme Court of Illinois held that a statute making it unlawful for any person not a registered pharmacist to compound or sell any medicines or drugs was, in so far as it limited the sale of patent medicines, unconstitutional. *Noel* v. *The People*, Chicago Legal News, November 24, 1900. It was impossible, said the court, to support such an enactment as a valid exercise of the police power, since it furnished no protection to the public health, for, registered pharmacists, not being required to analyze the medicines, would know no more about their properties, and would be no more discriminating in their sale than would other persons. Consequently the statute was said to deprive persons other than registered pharmacists of their liberty and property without due process of law.

That the state legislatures can provide for the protection of the public health, as one of the most important subjects under their so-called police power, is of course acknowledged. If private interests conflict with the legitimate exercise of this power they must give way before it; and, since it is a fundamental precept of civil government that every individual is subject to control in the interests of the many, the sufferer cannot in such case complain of being deprived of his liberty or property without due process of law. The action of the legislature, however, to be legitimate must be reasonable. But the test of reasonableness so far as a court in reviewing the action of the legislature deals with the question,